

**EXHIBIT B**

## AGREEMENT - CHAPTER 13

This will authorize GENOVA & MALIN to represent the undersigned in connection with this Chapter 13 case.

The undersigned agrees to pay GENOVA & MALIN following a retainer fee as follows:

X \$3,500.00 as an advance payment to be billed against an hourly rate of \$350.00 for attorneys fees and \$100.00 for paralegal fees and understand that this includes the additional initial disbursement of \$274.00 for fees payable to the Clerk of the United States Bankruptcy Court.

\$0.00 as an advance payment and the sum of \$00.00 through the debtors' Chapter 13 Plan to be billed against an hourly rate of \$350.00 for attorneys fees and \$100.00 for paralegal fees and understand that this includes the additional initial disbursement of \$274.00 for fees payable to the Clerk of the United States Bankruptcy Court.

Unless otherwise agreed to in writing, the fee quoted is only valid for 60 days.

It is understood that the payment of the advance fee and initial disbursement will be paid by bank check, money order or cash, in advance of the filing of the petition. The client shall pay for any necessary disbursement incurred in the future. GENOVA & MALIN may apply to the Court for interim compensation every 120 days after the filing of the petition, or more often if the Court permits.

The payment of the initial retainer includes the following services to be rendered:

- a. Analysis of the financial situation and rendering advice and assistance to the client in determining whether to file a petition under the Bankruptcy Code;
- b. Preparation and filing of the petition, schedule of assets and liabilities, statement of affairs Chapter 13 Plan and other necessary documents;
- c. Representation of the client at the Section 341 Meeting of Creditors (up to two (2) hearings), provided that the debtor(s) give at least twenty-four (24) hour notice that an adjournment of the first scheduled hearing is necessary.
- d. Representation of the client at the Hearing on Confirmation of the Plan (up to two (2) hearings), if held, provided that the debtor(s) give at least twenty-four (24) hour notice that an adjournment of the first scheduled hearing is necessary.

The following services, including but not limited thereto, are not covered by the initial retainer base fee, and will result in an additional retainer or compensation to be paid by the debtor(s) for these services at the hourly rates set forth herein:

- a. Additional appearances at the 341 Meeting;
- b. Additional appearances at the Hearing On Confirmation;
- c. Loss Mitigation / Loan Modification;
- d. The avoidance of liens;
- e. Valuation of liens;
- f. Defense of the debtor(s) against an Objection to the Confirmation of the Debtor's Chapter 13 Plan;
- g. Negotiation or resolution of tax issues;
- h. Opposition to or appearance at 2004 examination;
- i. Defense of the debtor(s) against a Motion for Relief from the Automatic Stay and/or co-debtor stay;
- j. Defense of the debtor(s) against a Motion to Dismiss Debtor's Case;
- k. Filing of Adversary proceeding for turnover;
- l. Post-Confirmation Motion by debtor(s) to modify the Chapter 13 Plan;
- m. Motion by debtor(s) for authority to sell property;
- n. Application by debtor(s) to incur debt;
- o. Filing of Adversary proceeding by debtor(s) for the non dischargeability of a debt;
- p. Motion by debtor(s) Objection to claims;
- q. Defense of the debtor(s) due to the filing of an adversary proceeding against the debtor(s);
- r. Notice by debtor to abandon property;
- s. Obtaining the automatic say or a repeat filing case; and

Any additional fees incurred regarding the above items will be paid by an additional retainer

payment or through the Chapter 13 Plan as an administrative claim, if the Chapter 13 Plan is approved by the Court. If the case is dismissed, the client will be responsible for said fees.

All legal work performed by the firm will be billed at an hourly fee rate. Fees will be set at the rate of \$350.00 per hour for partners' time, \$225.00 per hour for associate time and \$100.00 per hour for paralegal time. These rates may change from time to time.

Any amendments to schedules will result in a minimum charge of \$100.00 per amendment plus appropriate Court imposed filing fees. (currently \$26.00)

Appeals: If during the case it becomes necessary to either file or defend an Appeal, this Retainer Agreement does not apply thereto. The firm reserves the right to determine whether to accept representation of the client regarding the filing or defense of an Appeal. If the firm accepts the representation of the client in the Appeal, the client will be required to execute an additional Retainer Agreement.

It is further understood that ALL creditors must be listed on the petition, including, but not limited to, mortgage holders, bank loans, auto loans, taxing authorities, personal loans, credit card debt and the names of any person who co-signed a loan on your behalf or the name of any persona on whose behalf you co-signed a loan.

It is further understood that ALL payments to secured creditors must be kept current after the filing of the petition. Such expenses include, but are not limited to, mortgage payments and car loan payments. **FAILURE TO MAKE ANY SAID PAYMENTS CAN RESULT IN YOUR CASE BEING EITHER CONVERTED TO CHAPTER 7 OR DISMISSED, OR IN PERMITTING THE CREDITOR TO OBTAIN POSSESSION OF THE PROPERTY.**

It is further understood that ALL payments to the CHAPTER 13 TRUSTEE must be kept current after the filing of the petition. **FAILURE TO MAKE ANY OF SAID PAYMENTS WILL RESULT IN YOUR CASE BEING EITHER CONVERTED TO CHAPTER 7 OR DISMISSED.**

It is further understood that in the event the debtor(s) owns real estate at the time of the filing of the petition, judgments entered against the debtor(s) prior to the filing are liens against the property which CANNOT be removed by the bankruptcy except in special circumstances. Where the debtor(s) do(es) not own real estate at the time of the filing of the petition, judgments entered prior to the filing of the petition may be removed only by commencing a proceeding in the State Court one year after the discharge is entered. If such motion is necessary, it will result in additional attorneys fees and court filing fees.

It is further understood that the debtors must immediately supply to the firm copies of any and all documents requested to be produced by the Chapter 13 Trustee prior to the debtors' scheduled 341 Meeting of Creditors. Debtors acknowledge that their failure to provide this documentation

will result in the dismissal of this case.

GENOVA & MALIN reserve the right to assign any attorney to the matter.

It is further understood that representation of the client terminates upon the earlier of: (1) entry of Order Confirming Chapter 13 Plan, (2) dismissal of case, or (3) conversion of case to Chapter 7 or Chapter 11.

The client(s) understand that in order to obtain a discharge from their debts, the client(s) must complete a Pre-Discharge Debtor Education Course, which is not provided by this firm. This course may be obtained by the client either via telephone or internet at a separate cost to the client determined by the educational provider.

The client(s) further understand that failure to obtain this Pre-Discharge Educational Course and provide to this office a copy of the Certificate of Completion of the course prior to completing the client(s) Chapter 13 Plan payments will result in the client(s)' case being closed without the entry of a Discharge by the United States Bankruptcy Court discharging the client(s)' liability for their debts. Should the client(s) fail to obtain the Certificate of Completion and provide a copy of the Certificate to this office in a timely manner, an additional retainer will be required for this firm to file a request with the United States Bankruptcy Court to obtain additional time for the client(s) to file the Certificate.

It is understood that if for any reason I (we) need a copy of my (our) petition and or related documents after my (our) case is confirmed, and must request a copy from Genova & Malin, there will be a \$100.00 charge to have my (our) file retrieved from storage and an additional charge per copy for each document requested from said file.

I (we) have read the foregoing, understand and acknowledge receipt of a copy of this agreement.

Dated: Wappingers Falls, New York  
June 22 2011

Stacy Garris  
Stacy J. Garris

Carol E. Garris